

1 MARCELLUS MCRAE, SBN 140308  
2 mmcrae@gibsondunn.com  
3 JAMES L. ZELENAY JR., SBN 237339  
4 jzelenay@gibsondunn.com  
5 GIBSON, DUNN & CRUTCHER LLP  
333 South Grand Avenue  
6 Los Angeles, CA 90071-3197  
Telephone: 213.229.7000  
5 Facsimile: 213.229.7520

6 JAMES C. HO (*pro hac vice* admitted)  
jho@gibsondunn.com  
7 ASHLEY E. JOHNSON (*pro hac vice* admitted)  
ajohnson@gibsondunn.com  
8 GIBSON, DUNN & CRUTCHER LLP  
2100 McKinney Avenue  
9 Suite 1100  
Dallas, TX 75201-6912  
10 Telephone: 214.698.3100  
Facsimile: 214.571.2900

11 Attorneys for Defendants AT&T SERVICES,  
12 INC. and AT&T INC.

13 LOUIS R. MILLER, SBN 54141  
smiller@millerbarondess.com  
14 AMNON Z. SIEGEL, SBN 234981  
asiegel@millerbarondess.com  
15 CASEY B. PEARLMAN, SBN 291214  
cpearlman@millerbarondess.com  
16 MILLER BARONDESS, LLP  
1999 Avenue of the Stars, Suite 1000  
17 Los Angeles, CA 90067  
Telephone: 310.552.4400  
18 Facsimile: 310.552.8400

19 Attorneys for Plaintiff HERRING NETWORKS, INC.

20 UNITED STATES DISTRICT COURT  
21 CENTRAL DISTRICT OF CALIFORNIA

22 HERRING NETWORKS, INC., a  
23 California corporation,

24 Plaintiff,

25 v.

26 AT&T SERVICES, INC., a Delaware  
27 corporation; and AT&T INC., a  
Delaware corporation,

28 Defendants.

CASE NO. 16-cv-01636-CAS-AGR  
**STIPULATED PROTECTIVE ORDER**  
ACTION FILED: March 9, 2016

## 1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 13.3 below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

Nothing in this stipulation shall be deemed an admission by either party that certain categories or types of documents or information contain proprietary or confidential information. Each party retains the right to challenge any and all information designated “CONFIDENTIAL,” as defined in Paragraph 2.3 below, through the procedures detailed below. Nothing in this stipulation shall be deemed a waiver of any such rights.

THEREFORE, the Parties, by and through their respective counsel, HEREBY STIPULATE, AGREE, AND JOINTLY REQUEST, that the Stipulated Protective Order lodged concurrently with this Court, which contains the terms and provisions set forth herein, be entered to govern the proceedings in this action for good cause shown and according to the following terms and provisions.

111

111

## 1           B. GOOD CAUSE STATEMENT

2           This action is likely to involve confidential and proprietary business and  
3 commercial information and trade secrets of the parties, as well as sensitive and private  
4 information about non-parties for which special protection from public disclosure and  
5 from use for any purpose other than prosecution of this action is warranted. Such  
6 confidential and proprietary materials and information consist of, among other things,  
7 confidential business or financial information, information regarding confidential  
8 business practices, or other confidential research, development or commercial  
9 information (including information implicating privacy rights of third parties),  
10 information otherwise generally unavailable to the public, or which may be privileged  
11 or otherwise protected from disclosure under state or federal statutes, court rules, case  
12 decisions, or common law. By way of example only, and without waiving any party's  
13 right to object to the scope of such discovery, the parties anticipate that the Plaintiff  
14 will seek discovery into, among other things, Defendant AT&T Services, Inc.'s  
15 business plans and practices with respect to DirecTV and the relationship between the  
16 DirecTV television platform and AT&T's U-verse television platform. Similarly, by  
17 way of example only, and without waiving any party's right to object to the scope of  
18 such discovery, the parties anticipate that Defendants will seek discovery into Plaintiff  
19 Herring's business practices and profits, among other items. Accordingly, to expedite  
20 the flow of information, to facilitate the prompt resolution of disputes over  
21 confidentiality of discovery materials, to adequately protect information the parties are  
22 entitled to keep confidential, to ensure that the parties are permitted reasonable  
23 necessary uses of such material in preparation for and in the conduct of trial, to address  
24 their handling at the end of the litigation, and to serve the ends of justice, a protective  
25 order for such information is justified in this matter. It is the intent of the parties that  
26 information will not be designated as confidential for tactical reasons and that nothing  
27 be so designated without a good faith belief that it has been maintained in a  
28

1 confidential, non-public manner, and there is good cause why it should not be part of  
2 the public record of this case.

3

4 2. DEFINITIONS

5 2.1 Action: This pending federal lawsuit, *Herring Networks, Inc. v. AT&T*  
6 *Services, Inc., et al.*, Case No. 16-cv-01636-CAS-AGR (C.D. Cal.), filed March 9,  
7 2016.

8 2.2 Challenging Party: A Party or Non-Party that challenges the designation  
9 of information or items under this Order.

10 2.3 “CONFIDENTIAL” Information or Items: Documents, materials,  
11 depositions or other testimony, deposition exhibits, interrogatory responses, responses  
12 to requests for admission, and other information produced by the Parties or third  
13 parties in connection with this case that a Party believes in good faith contains or  
14 comprises any proprietary, commercially sensitive, trade secret information, private  
15 third party information or personal records.

16 2.4 Counsel: Outside Counsel of Record and In-house Counsel (as well as  
17 their support staff).

18 2.5 Designating Party: A Party or Non-Party that designates information,  
19 documents, or items that it produces in disclosures or in responses to discovery as  
20 “CONFIDENTIAL.”

21 2.6 Disclosure or Discovery Material: All items or information, regardless of  
22 the medium or manner in which it is generated, stored, or maintained (including,  
23 among other things, testimony, transcripts, and tangible things), that are produced or  
24 generated in disclosures or responses to discovery in this matter.

25 2.7 Expert: A person with specialized knowledge or experience in a matter  
26 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
27 expert witness or as a consultant in this Action.

1           2.8 In-house Counsel: Attorneys who are employees of a Party to this Action.  
2 In-house Counsel does not include Outside Counsel of Record or any other outside  
3 counsel.

4           2.9 Non-Party: Any natural person, partnership, corporation, association, or  
5 other legal entity not named as a Party to this Action.

6           2.10 Outside Counsel of Record: Attorneys who are not employees of a Party  
7 to this Action, but are retained to represent or advise a Party to this Action and have  
8 appeared in this Action on behalf of that Party or are affiliated with a law firm which  
9 has appeared on behalf of that Party, and includes support staff.

10          2.11 Party: Any party to this Action, including all of its officers, directors,  
11 employees, consultants, retained experts, and Outside Counsel of Record (and their  
12 support staffs).

13          2.12 Producing Party: A Party or Non-Party that produces Disclosure or  
14 Discovery Material in this Action.

15          2.13 Professional Vendors: Persons or entities that provide litigation support  
16 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
17 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
18 their employees and subcontractors.

19          2.14 Protected Material: Any Disclosure or Discovery Material that is  
20 designated as “CONFIDENTIAL.”

21          2.15 Receiving Party: A Party that receives Disclosure or Discovery Material  
22 from a Producing Party.

23  
24          3. SCOPE

25          The protections conferred by this Stipulation and Order cover not only Protected  
26 Material (as defined above), but also (1) any information copied or extracted from  
27 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected  
28

1 Material; and (3) any testimony, conversations, or presentations by Parties or their  
2 Counsel that might reveal Protected Material.

3 Any use of Protected Material at trial shall be governed by the orders of the trial  
4 judge. This Order does not govern the use of Protected Material at trial.

5

6 **4. DURATION**

7 Even after final disposition of this litigation, the confidentiality obligations  
8 imposed by this Order shall remain in effect until a Designating Party agrees otherwise  
9 in writing or a court order otherwise directs. Final disposition shall be deemed to be  
10 the later of (1) dismissal of all claims and defenses in this Action, with or without  
11 prejudice; and (2) final judgment herein after the completion and exhaustion of all  
12 appeals, rehearings, remands, trials, or reviews of this Action, including the time limits  
13 for filing any motions or applications for extension of time pursuant to applicable law.

14

15 **5. DESIGNATING PROTECTED MATERIAL**

16 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**  
17 Each Party or Non-Party that designates information or items for protection under this  
18 Order must take care to limit any such designation to specific material that qualifies  
19 under the appropriate standards. The Designating Party must designate for protection  
20 only those parts of material, documents, items, or oral or written communications that  
21 qualify so that other portions of the material, documents, items, or communications for  
22 which protection is not warranted are not swept unjustifiably within the ambit of this  
23 Order.

24 Mass, indiscriminate, or routinized designations are prohibited. Designations  
25 that are shown to be clearly unjustified or that have been made for an improper  
26 purpose (e.g., to unnecessarily encumber the case development process or to impose  
27 unnecessary expenses and burdens on other parties) may expose the Designating Party  
28 to sanctions.

1        If it comes to a Designating Party's attention that information or items that it  
2 designated for protection do not qualify for protection, that Designating Party must  
3 promptly notify all other Parties that it is withdrawing the inapplicable designation.

4        **5.2 Manner and Timing of Designations.** Except as otherwise provided in this  
5 Order, or as otherwise stipulated or ordered, Disclosure or Discovery Material that  
6 qualifies for protection under this Order must be clearly so designated before the  
7 material is disclosed or produced.

8        Designation in conformity with this Order requires:

9            (a) For information in documentary form (e.g., paper or electronic documents,  
10 but excluding transcripts of depositions or other pretrial or trial proceedings), that the  
11 Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter  
12 "CONFIDENTIAL legend") to each page that contains Protected Material. If only a  
13 portion or portions of the material on a page qualifies for protection, the Producing  
14 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
15 markings in the margins).

16        A Party or Non-Party that makes original documents available for inspection  
17 need not designate them for protection until after the inspecting Party has indicated  
18 which documents it would like copied and produced. During the inspection and before  
19 the designation, all of the material made available for inspection shall be deemed  
20 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants  
21 copied and produced, the Producing Party must determine which documents, or  
22 portions thereof, qualify for protection under this Order. Then, before producing the  
23 specified documents, the Producing Party must affix the CONFIDENTIAL legend to  
24 each page that contains Protected Material. If only a portion or portions of the material  
25 on a page qualifies for protection, the Producing Party also must clearly identify the  
26 protected portion(s) (e.g., by making appropriate markings in the margins).

(b) For testimony given in depositions, that the Designating Party identify the Disclosure or Discovery Material that is protected testimony on the record, before the close of the deposition or within 10 days of receipt of the transcript of the deposition.

(c) For information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend "CONFIDENTIAL." If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party's right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

## 6. TREATMENT OF POTENTIAL “ATTORNEYS’ EYES ONLY” INFORMATION

6.1 If either Party believes in good faith that it has a document that would otherwise be subject to production but is of such a nature that it should be limited to “Attorneys’ Eyes Only,” that Party can withhold the document from production and meet and confer pursuant to Local Rule 37-1 et seq. with the other Party about potential “Attorneys’ Eyes Only” protection for that document.

6.2 If the meet-and-confer process does not successfully resolve the issue, the Designating Party must request an informal conference with the Court, and if necessary, file a motion before the Court about the potential “Attorneys’ Eyes Only” document. Unless the Parties can reach agreement, all Parties must be bound by the

1 Court's determination of whether a document deserves "Attorneys' Eyes Only"  
2 treatment.

3       6.3 Unless otherwise agreed to by the Parties, any meet-and-confer pursuant  
4 to this section must be initiated within 15 days of when the Designating Party  
5 identifies the document as potential "Attorneys' Eyes Only."

6       6.4 The burden of persuasion in any potential "Attorneys' Eyes Only"  
7 designation shall be on the Designating Party.

8

9       7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

10       7.1 Timing of Challenges. Any Party or Non-Party may challenge a  
11 designation of confidentiality at any time that is consistent with the Court's Scheduling  
12 Order.

13       7.2 Meet and Confer. The Challenging Party shall initiate the dispute  
14 resolution process under Local Rule 37-1 et seq.

15       7.3 The burden of persuasion in any such challenge proceeding shall be on the  
16 Designating Party. Frivolous challenges, and those made for an improper purpose  
17 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
18 expose the Challenging Party to sanctions. Unless the Designating Party has waived or  
19 withdrawn the confidentiality designation, all parties shall continue to afford the  
20 material in question the level of protection to which it is entitled under the Producing  
21 Party's designation until the Court rules on the challenge.

22

23       8. ACCESS TO AND USE OF PROTECTED MATERIAL

24       8.1 Basic Principles. A Receiving Party may use Protected Material that is  
25 disclosed or produced by another Party or by a Non-Party in connection with this  
26 Action only for prosecuting, defending, or attempting to settle this Action. Such  
27 Protected Material may be disclosed only to the categories of persons and under the  
28

1 conditions described in this Order. When the Action has been terminated, a Receiving  
2 Party must comply with the provisions of section 14 below (FINAL DISPOSITION).

3 Protected Material must be stored and maintained by a Receiving Party at a  
4 location and in a secure manner that ensures that access is limited to the persons  
5 authorized under this Order.

6       8.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
7 otherwise ordered by the court or permitted in writing by the Designating Party, a  
8 Receiving Party may disclose any information or item designated “CONFIDENTIAL”  
9 only to:

10           (a) the Receiving Party’s Outside Counsel of Record in this Action, as  
11 well as employees of said Outside Counsel of Record to whom it is reasonably  
12 necessary to disclose the information for this Action;

13           (b) the officers, directors, and employees (including In-house Counsel) of  
14 the Receiving Party to whom disclosure is reasonably necessary for this Action;

15           (c) Experts (as defined in this Order) of the Receiving Party to whom  
16 disclosure is reasonably necessary for this Action and who have signed the  
17 “Acknowledgement and Agreement to Be Bound” (Exhibit A);

18           (d) the Court and its personnel, and any court of competent appellate  
19 jurisdiction;

20           (e) Court reporters and their staff;

21           (f) professional jury or trial consultants, mock jurors, and Professional  
22 Vendors to whom disclosure is reasonably necessary for this Action and who have  
23 signed the “Acknowledgement and Agreement to Be Bound” (Exhibit A);

24           (g) the author or recipient of a document containing the information or a  
25 custodian or other person who otherwise possessed or knew the information;

26           (h) during their depositions, witnesses, and attorneys for witnesses, in the  
27 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
28 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will

1 not be permitted to keep any confidential information unless they sign the  
2 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed  
3 by the Designating Party or ordered by the Court. Pages of transcribed deposition  
4 testimony or exhibits to depositions that reveal Protected Material may be separately  
5 bound by the court reporter and may not be disclosed to anyone except as permitted  
6 under this Stipulated Protective Order; and

7 (i) any mediator or settlement officer, and their supporting personnel,  
8 mutually agreed upon by any of the parties engaged in settlement discussions.

9  
10 9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
11 OTHER LITIGATION

12 If a Party is served with a subpoena or a court order issued in other litigation that  
13 compels disclosure of any information or items designated in this Action as  
14 “CONFIDENTIAL,” that Party must:

15 (a) Promptly notify in writing the Designating Party. Such notification  
16 shall include a copy of the subpoena or court order;

17 (b) Promptly notify in writing the party who caused the subpoena or order  
18 to issue in the other litigation that some or all of the material covered by the subpoena  
19 or order is subject to this Protective Order. Such notification shall include a copy of  
20 this Stipulated Protective Order; and

21 (c) Cooperate with respect to all reasonable procedures sought to be  
22 pursued by the Designating Party whose Protected Material may be affected.

23 If the Designating Party timely seeks a protective order, the Party served with  
24 the subpoena or court order shall not produce any information designated in this action  
25 as “CONFIDENTIAL” before a determination by the court from which the subpoena  
26 or order issued, unless the Party has obtained the Designating Party’s permission. The  
27 Designating Party shall bear the burden and expense of seeking protection in that court  
28 of its confidential material and nothing in these provisions should be construed as

1 authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
2 directive from another court.

3

4 10. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED  
5 IN THIS LITIGATION

6 The terms of this Order are applicable to information produced by a Non-Party  
7 in this Action and designated as "CONFIDENTIAL." Such information produced by  
8 Non-Parties in connection with this litigation is protected by the remedies and relief  
9 provided by this Order. Nothing in these provisions should be construed as prohibiting  
10 a Non-Party from seeking additional protections.

11

12 11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

13 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
14 Protected Material to any person or in any circumstance not authorized under this  
15 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing  
16 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve  
17 all unauthorized copies of the Protected Material, (c) inform the person or persons to  
18 whom unauthorized disclosures were made of all the terms of this Order, and (d)  
19 request such person or persons to execute the "Acknowledgement and Agreement to  
20 Be Bound" that is attached hereto as Exhibit A.

21

22 12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
23 PROTECTED MATERIAL

24 Some of the documents and information related to this action may contain  
25 attorney-client privileged communications, attorney work product, or other  
26 information protected as "privileged" under the applicable law and not subject to  
27 discovery under applicable law ("Privileged Information").

1        When a Producing Party gives notice to Receiving Parties that certain  
2 inadvertently produced material is subject to a claim of privilege or other protection,  
3 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
4 Procedure 26(b)(5)(B). The inadvertent disclosure of any document by either Party in  
5 this action, through material, electronic, or any other means, which is subject to a  
6 legitimate claim that the document should have been withheld from disclosure as  
7 Privileged Information, and for which no express intention to affirmatively waive the  
8 privilege has been stated, shall NOT waive any privilege or other applicable protective  
9 doctrine for that document or for the subject matter of the inadvertently disclosed  
10 document if the Producing Party, upon becoming aware of the disclosure, promptly  
11 requests its return. Moreover, nothing in this stipulation shall be construed as waiving  
12 the obligation of a Receiving Party under California law to alert the Producing Party to  
13 privileged information that may have been inadvertently produced. Each Party shall  
14 take reasonable precautions to avoid the inadvertent disclosure of Privileged  
15 Information.

16        Except in the event that the Receiving Party disputes the claim, any document  
17 which the Producing Party produced in this action and deems to contain inadvertently  
18 disclosed Privileged Information shall be, upon written request, returned to the  
19 Producing Party or destroyed at the Producing Party's option within five business days  
20 of receipt of the request. The Receiving Party shall make a good faith attempt to return  
21 or destroy all copies, electronic or otherwise, of any such documents, as well as those  
22 copies that were provided by the Receiving Party to any other parties or non-parties  
23 (including, but not limited to, vendors who may have performed service at the  
24 direction of the Receiving Party). In the event that the Receiving Party disputes the  
25 Producing Party's claim as to the protected nature of the inadvertently disclosed  
26 information, a single set of copies may be sequestered and retained by and under the  
27 control of the Receiving Party for the sole purpose of seeking court determination of  
28 the issue pursuant to Federal Rule of Civil Procedure 26(b)(5)(B).

1 Any such Privileged Information inadvertently disclosed by the Producing Party  
2 to the Receiving Party shall be and remain the property of the Producing Party.  
3

4 13. MISCELLANEOUS

5 13.1 Right to Further Relief. Nothing in this Order abridges the right of any  
6 Party or person to seek its modification by the Court in the future.

7 13.2 Right to Assert Other Objections. By stipulating to the entry of this  
8 Stipulated Protective Order, no Party waives any right it otherwise would have to  
9 object to disclosing or producing any information or item on any ground not addressed  
10 in this Stipulated Protective Order. Similarly, no Party waives any right to object on  
11 any ground to use in evidence any of the material covered by this Stipulated Protective  
12 Order.

13 13.3 Filing Protected Material. A Party that seeks to file under seal any  
14 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
15 only be filed under seal pursuant to a court order authorizing the sealing of the specific  
16 Protected Material at issue. If a Party's request to file Protected Material under seal is  
17 denied by the Court, then the Receiving Party may file the information in the public  
18 record unless otherwise instructed by the Court.

19  
20 14. FINAL DISPOSITION

21 After the final disposition of this Action, as defined in Section 4 (DURATION),  
22 within 60 days of a written request by the Designating Party, each Receiving Party  
23 must return all Protected Material to the Producing Party or destroy such material. As  
24 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
25 compilations, summaries, and any other format reproducing or capturing any of the  
26 Protected Material. Whether the Protected Material is returned or destroyed, the  
27 Receiving Party must submit a written certification to the Producing Party (and, if not  
28 the same person or entity, to the Designating Party) by the 60 day deadline that (1)

1 identifies (by category, where appropriate) all the Protected Material that was returned  
2 or destroyed and (2) affirms that the Receiving Party has not retained any copies,  
3 abstracts, compilations, summaries or any other format reproducing or capturing any of  
4 the Protected Material. Notwithstanding this provision, Counsel are entitled to retain  
5 an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
6 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
7 reports, attorney work product, and consultant and expert work product, even if such  
8 materials contain Protected Material. Any such archival copies that contain or  
9 constitute Protected Material remain subject to this Protective Order as set forth in  
10 Section 4 (DURATION).

11

12 15. Any violation of this Order may be punished by any and all appropriate  
13 measures including, without limitation, contempt proceedings and/or monetary  
14 sanctions.

15

16 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

17

18 Dated: November 4, 2016

19 AMNON SIEGEL  
20 MILLER BARONDESS LLP

21

22 By: /s/ Amnon Siegel  
Amnon Siegel

23

24 Attorney for Plaintiff HERRING NETWORKS,  
25 INC., a California corporation

26

27

28

1 Dated: November 4, 2016

2  
3  
4  
5 JAMES L. ZELENAY JR.  
6 GIBSON, DUNN & CRUTCHER LLP  
7

8  
9 By: /s/ James L. Zelenay Jr.  
10 James L. Zelenay Jr.

11 Attorney for Defendants AT&T SERVICES,  
12 INC., a Delaware corporation, AT&T INC., a  
13 Delaware corporation

14 **ECF ATTESTATION**

15 I hereby attest that all other signatories listed, and on whose behalf the filing is  
16 submitted, concur in the filing's content and have authorized the filing.

17 Dated: November 4, 2016

18  
19 JAMES L. ZELENAY JR.  
20 GIBSON, DUNN & CRUTCHER LLP  
21

22 By: /s/ James L. Zelenay Jr.  
23 James L. Zelenay Jr.

24 Attorney for Defendants AT&T SERVICES,  
25 INC., a Delaware corporation, AT&T INC.,  
26 a Delaware corporation

27 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

28 Dated: November 9, 2016

29   
30 Hon. Alicia G. Rosenberg  
31 United States Magistrate Judge  
32

EXHIBIT A

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on \_\_\_\_\_ [date] in the case of *Herring Networks, Inc. v. AT&T Services, Inc., et al.*, Case No. 16-cv-01636-CAS-AGR (C.D. Cal.), filed March 9, 2016.

I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint \_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address and telephone  
number] as my California agent for service of process in connection with this action or  
any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name:

Signature: